

EXHIBIT A

Makitalo, Rebecca I.

From: Winningham, Jacob R.
Sent: Friday, December 5, 2025 1:59 PM
To: Arjun Vasan
Cc: Keech, Ryan Q.; Makitalo, Rebecca I.; Chiu, Stacey G.
Subject: Vasan v. Checkmate - Case No. 2:25-CV-00765-MEMF-AS
Attachments: Judge Sagar_Joint Motion for Stipulated Protective Order (Checkmate Redline).docx

Mr. Vasan,

I hope that this message finds you well. In relation to the above-captioned order and in accordance with Judge Sagar's recent Order (Dkt. 131), please find attached a draft Protective Order containing Checkmate's proposed edits in redline. As per Judge Sagar's standing order, the parties must submit a clean version of the protective order via ECF and both a clean, as-filed version and a redline comparison version of Judge Sagar's unedited template (both in Word format) to the Chambers email address.

Please let us know if you have any proposed additional revisions to the attached. Please make any additional edits or revisions in redline.

Please provide any proposed revisions today so that we can review and timely file the Protective Order. Thank you.

Best,
Jake Winningham

K&L GATES

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4 UNITED STATES DISTRICT COURT
5 CENTRAL DISTRICT OF CALIFORNIA

6 ARJUN VASAN,

7 Plaintiff,

8 v.

9 CHECKMATE.COM, INC.,

10 Defendant.

Case No. 2:25-cv-00765-MEMF-AS

JOINT MOTION FOR
STIPULATED PROTECTIVE
ORDER

11
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13 CHECKMATE.COM, INC.,

14 Counterclaim-
15 Plaintiff,

16 v.

17 ARJUN VASAN,

18 Counterclaim-
19 Defendant.

20 Plaintiff,

21 v.

22 Defendant.

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 grant the following Joint Motion for Stipulated Protective Order (“**Stipulated**
7 **Protective Order**”). The parties acknowledge that this Order does not confer
8 blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3,
12 below, that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

16
17 B. GOOD CAUSE STATEMENT

18 ~~[*The “Good Cause Statement” should be edited to include or exclude specific~~
19 ~~information that applies to the particular case, i.e., what harm will result from~~
20 ~~the disclosure of the confidential information likely to be produced in this case?~~
21 ~~Below is an example]:~~

22 This action is likely to involve trade secrets, ~~customer and pricing~~
23 ~~lists and other valuable research~~, development, commercial, financial, technical,
24 and/or proprietary information for which special protection from public disclosure
25 and from use for any purpose other than prosecution of this action is warranted.
26 Such confidential and proprietary materials and information consist of, among
27 other things, source code, deployment processes, configuration files, credentials, and
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1 other information relating to proprietary code, confidential business or financial
2 information, information regarding confidential business practices, or other
3 confidential research, development, or commercial information (including
4 information implicating privacy rights of third parties), information otherwise
5 generally unavailable to the public, or which may be privileged or otherwise
6 protected from disclosure under state or federal statutes, court rules, case
7 decisions, or common law. Accordingly, to expedite the flow of information, to
8 facilitate the prompt resolution of disputes over confidentiality of discovery
9 materials, to adequately protect information the parties are entitled to keep
10 confidential, to ensure that the parties are permitted reasonable necessary uses of
11 such material in preparation for and in the conduct of trial, to address their handling
12 at the end of the litigation, and serve the ends of justice, a protective order for such
13 information is justified in this matter. It is the intent of the parties that information
14 will not be designated as confidential for tactical reasons and that nothing be so
15 designated without a good faith belief that it has been maintained in a confidential,
16 non-public manner, and there is good cause why it should not be part of the public
17 record of this case.

18
19 **2. DEFINITIONS**

20 2.1 Action: Arjun Vasan v. Checkmate.com Inc., Case No. 2:25-cv-
21 00765-MEMF-AS~~[this pending federal law suit].~~ ~~[*Option:~~
22 ~~consolidated or related actions.]~~

23 2.2 Challenging Party: a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify
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1 for protection under Federal Rule of Civil Procedure 26(c), and as
2 specified above in the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained
10 (including, among other things, testimony, transcripts, and tangible
11 things), that are produced or generated in disclosures or responses to
12 discovery in this matter.

13 2.7 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its
15 counsel to serve as an expert witness or as a consultant in this Action.

16 2.8 House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any
18 other outside counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a
22 party to this Action but are retained to represent or advise a party to this
23 Action and have appeared in this Action on behalf of that party or are
24 affiliated with a law firm which has appeared on behalf of that party,
25 and includes support staff.

- 1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of
3 Record (and their support staffs).
4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.
6 2.13 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing
8 exhibits or demonstrations, and organizing, storing, or retrieving data in
9 any form or medium) and their employees and subcontractors.
10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”
12 2.15 Receiving Party: a Party that receives Disclosure or Discovery
13 Material from a Producing Party.
14

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 Any use of Protected Material at trial will be governed by the orders of the
22 trial judge. This Order does not govern the use of Protected Material at trial.
23

24 4. DURATION

25 ~~[POSSIBLE PARAGRAPH] Once a case proceeds to trial, all of the~~
26 ~~information that was designated as confidential or maintained pursuant to this~~
27 ~~protective order becomes public and will be presumptively available to all members~~
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1 ~~of the public, including the press, unless compelling reasons supported by specific~~
2 ~~factual findings to proceed otherwise are made to the trial judge in advance of the~~
3 ~~trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th~~
4 ~~Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in~~
5 ~~discovery from “compelling reasons” standard when merits related documents are~~
6 ~~part of court record). Accordingly, the terms of this protective order do not extend~~
7 ~~beyond the commencement of the trial.~~

8
9 ~~{ALTERNATIVE POSSIBLE PARAGRAPH}~~ Even after final disposition
10 of this litigation, the confidentiality obligations imposed by this Order will remain in
11 effect until a Designating Party agrees otherwise in writing or a court order
12 otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of
13 all claims and defenses in this Action, with or without prejudice; and (2) final
14 judgment herein after the completion and exhaustion of all appeals, rehearings,
15 remands, trials, or reviews of this Action, including the time limits for filing any
16 motions or applications for extension of time pursuant to applicable law.

17
18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.
20 Each Party or Non-Party that designates information or items for protection under
21 this Order must take care to limit any such designation to specific material that
22 qualifies under the appropriate standards. The Designating Party must designate for
23 protection only those parts of material, documents, items, or oral or written
24 communications that qualify so that other portions of the material, documents,
25 items, or communications for which protection is not warranted are not swept
26 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents,
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that
17 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
18 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
19 portion or portions of the material on a page qualifies for protection, the Producing
20 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
21 markings in the margins).

22 A Party or Non-Party that makes original documents available for
23 inspection need not designate them for protection until after the inspecting Party has
24 indicated which documents it would like copied and produced. During the
25 inspection and before the designation, all of the material made available for
26 inspection will be deemed "CONFIDENTIAL." After the inspecting Party has
27 identified the documents it wants copied and produced, the Producing Party must
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1 determine which documents, or portions thereof, qualify for protection under this
2 Order. Then, before producing the specified documents, the Producing Party must
3 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
4 If only a portion or portions of the material on a page qualifies for protection, the
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party identify the
8 Disclosure or Discovery Material on the record, before the close of the deposition all
9 protected testimony.

10 (c) for information produced in some form other than documentary and for
11 any other tangible items, that the Producing Party affix in a prominent place on the
12 exterior of the container or containers in which the information is stored the legend
13 “CONFIDENTIAL.” If only a portion or portions of the information warrants
14 protection, the Producing Party, to the extent practicable, will identify the protected
15 portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the Designating Party’s right to secure protection under this Order for such material.
19 Upon timely correction of a designation, the Receiving Party must make reasonable
20 efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22
23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s
26 Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party will initiate the dispute
2 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1
3 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding will be on
5 the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties will
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the Court rules on the
11 challenge.

12
13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
19 will not be permitted to keep any confidential information unless they sign the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
21 agreed by the Designating Party or ordered by the court. Pages of transcribed
22 deposition testimony or exhibits to depositions that reveal Protected Material may
23 be separately bound by the court reporter and may not be disclosed to anyone except
24 as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 will include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
9 to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification will include
11 a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order will not produce any information designated in this
16 action as “CONFIDENTIAL” before a determination by the court from which the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party will bear the burden and expense of seeking
19 protection in that court of its confidential material and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this Action
21 to disobey a lawful directive from another court.

22
23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
27 produced by Non-Parties in connection with this litigation is protected by the
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1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is
5 subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party will:

7 (1) promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within
16 14 days of receiving the notice and accompanying information, the Receiving Party
17 may produce the Non-Party's confidential information responsive to the discovery
18 request. If the Non-Party timely seeks a protective order, the Receiving Party will
19 not produce any information in its possession or control that is subject to the
20 confidentiality agreement with the Non-Party before a determination by the court.
21 Absent a court order to the contrary, the Non-Party will bear the burden and expense
22 of seeking protection in this court of its Protected Material.

23
24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25
26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
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1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7
8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
9 PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other protection,
12 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
13 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
14 procedure may be established in an e-discovery order that provides for production
15 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
16 (e), insofar as the parties reach an agreement on the effect of disclosure of a
17 communication or information covered by the attorney-client privilege or work
18 product protection, the parties may incorporate their agreement in the stipulated
19 protective order submitted to the court.

20
21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order no Party waives any right it otherwise would have to object to
26 disclosing or producing any information or item on any ground not addressed in this
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1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information
8 in the public record unless otherwise instructed by the court.

9
10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. As used in
14 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving
17 Party must submit a written certification to the Producing Party (and, if not the same
18 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
19 (by category, where appropriate) all the Protected Material that was returned or
20 destroyed and (2) affirms that the Receiving Party has not retained any copies,
21 abstracts, compilations, summaries or any other format reproducing or capturing any
22 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, attorney work product, and consultant and expert work product, even if such
26 materials contain Protected Material. Any such archival copies that contain or
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1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3
4 14. Any violation of this Order may be punished by any and all appropriate
5 measures including, without limitation, contempt proceedings and/or monetary
6 sanctions.

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9
10 DATED: _____

Attorneys for Plaintiff Arjun Vasan, pro se

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11
12
13 DATED: _____

Ryan Q. Keech (SBN 280306)
Stacey Chiu (SBN 321345)
Rebecca I. Makitalo (SBN 330258)
Jacob R. Winningham (SBN 357987)

Attorneys for Defendant and
Counterclaimant CHECKMATE.COM
INC.

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19 FOR GOOD CAUSE SHOWN, THE JOINT MOTION FOR STIPULATED
20 PROTECTIVE ORDER IS GRANTED AND IT IS SO ORDERED.

21
22
23 DATED: _____

HON. ALKA SAGAR
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on _____ [date] in
the case of _____ ~~insert case name and number~~ Arjun Vasan v.
Checkmate.com Inc., Case No. 2:25-cv-00765-MEMF-AS. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and

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1 **telephone number]** as my California agent for service of process in connection with
2 this action or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4 Date: _____

5 City and State where signed: _____

6
7 Printed name: _____

8
9 Signature: _____